

## Terms and Conditions of Sale and Limited Warranty

1. Terms of Sale. The terms and conditions (collectively “**Terms**”) stated herein govern the sale of one or more Origo products (the “**Goods**”) by Mill Mountain Capital, LLC d/b/a Origo (“**Company**”) to the purchaser listed on the attached Purchase Order (“**Purchaser**”). The Terms contained herein shall supersede all other terms, understandings and conditions inconsistent therewith. In case of a conflict between these Terms and the Purchase Order, these Terms shall prevail except where Company has expressly agreed to the conflicting term in the Purchase Order.

2. Payment; Security Interest.

Terms of payment are the entire purchase price paid at the time of Purchaser’s order. Purchaser will pay any sales, use, local or any other taxes, dues, duties, or fees which may be due as a result of this transaction, excluding any income taxes or like taxes measured by the income of Company. All orders shall be subject to approval at Company’s main office.

3. Specifications. Except as may be limited by Section 7, Company makes no representations or warranties with respect to suitability for Purchaser’s use or intended use, sufficiency, reasonableness, suitability or utility of the Goods by Purchaser for any purpose whatsoever. Purchaser is solely responsible for assuring that the Goods are suitable and/or fit for Purchaser’s use or intended use. Purchaser shall be solely responsible for assessing the desirability and/or utility of the Goods for Purchaser’s intended use. All Goods shall be subject to normal manufacturing variations of Company and its raw materials suppliers as recognized in the industry. Company reserves the right to change raw materials specifications and/or raw materials at any time and assumes no obligation to continue to supply any product, or products, previously sold.

4. Packaging. Company shall provide adequate packaging for all Goods shipped in accordance with recognized industry practice. All special packaging requirements of Purchaser shall be billed to Purchaser’s account.

5. Shipment. Company shall deliver the Goods F.O.B. 6536 Commonwealth Drive, Roanoke, Virginia 24018 (the “**Facility**”), except as otherwise described in the Purchase Order (and subject to acceptance in writing by Company). Company may make partial shipments at Company’s sole discretion. Company’s shipping dates are approximate.

6. Title and Risk of Loss. Title to the Goods passes to Purchaser shall pass to Purchaser upon shipment from the Facility. Company is not responsible for damage or loss in transit, and all risk of loss to the Goods passes to Purchaser as the Goods are loaded for shipment by common carrier at the Facility. Purchaser must obtain adequate insurance to cover the Goods from the time risk of loss has passed from Company.

7. LIMITED WARRANTY.

(a) Term of Limited Warranty; Repair or Replacement as Sole Remedy. Goods furnished are warranted to be shipped free from defects in material and workmanship under normal use and service for a period of twelve (12) months from date of delivery to

Purchaser. Company will not be obligated beyond the repair or replacement (at Company's option) of such Goods as are determined by Company to be defective. Whether the Goods are manufactured by Company or by another, such repair or replacement shall be Purchaser's sole and exclusive remedy for breach of this limited warranty and neither Company nor the manufacturer (if other than Company) shall be subject to any other or further liability and no claim for consequential or incidental damages will be allowed.

(b) Conditions of Applicability of Limited Warranty. The limited warranty provided in Section 7 above is void if (i) the Goods are subject to misuse, abuse, modified, or altered or if the Goods are not used in accordance with Company's specifications (including use of the Goods with an unsupported phone), instructions and recommended procedures, (ii) the Goods are not stored or handled appropriately, (iii) the defect in the Goods resulted from damages occurring after delivery of the Goods, or (iv) the defect in the Goods has not been reported to Company in writing within thirty (30) days after the date on which the defect was or should have been discovered by Purchaser. .

#### 8. Limitations of Limited Warranty.

OTHER THAN AS SET FORTH IN SECTION 7 HEREOF, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE GOODS. COMPANY IS NOT LIABLE FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS. THE FOREGOING WARRANTY IS EXCLUSIVE AND COMPANY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE PURCHASE ORDER.

**THE ABOVE DISCLAIMER OF IMPLIED WARRANTIES MAY BE LIMITED OR INEFFECTIVE IF THE PURCHASER IS A CONSUMER AS THE TERM IS DEFINED BY THE MAGNUSON MOSS ACT 15 U.S.C. SECTION 2301, IN WHICH CASE THE DURATION OF ANY IMPLIED WARRANTY SHALL BE ONE YEAR FROM THE DATE OF DELIVERY TO PURCHASER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED LIMITED WARRANTY LASTS OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

9. Defective Goods. If the Goods do not conform to the limited warranty given in Section 7 and the limited warranty is not excluded, then Purchaser must promptly notify Company in reasonable detail of such failure to conform. If Company determines, after a reasonable investigation, that the Goods do not comply with the limited warranty provided in Section 7, then, as set forth in Section 7, Company will repair or replace the defective Goods at no cost to Purchaser. SUCH REPAIR OR REPLACEMENT AS PROVIDED IN THIS SECTION 9 IS THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED BY COMPANY.

10. Returns. After thirty (30) days from the date of purchase, Goods may not be returned without Company's written permission and, unless otherwise agreed upon, will be credited at the lowest prevailing price. All returns shall be subject to a minimum charge of 20% for handling and restocking. Return transportation charges for all returns must be prepaid.

11. LIABILITY LIMITATION. IN NO EVENT WILL COMPANY BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, COMPANY'S LIABILITY TO PURCHASER UNDER ANY THEORY OF RECOVERY WHATSOEVER ARISING FROM A PURCHASE ORDER AND/OR THESE TERMS SHALL NOT EXCEED IN THE AGGREGATE THE PURCHASE PRICE PAID TO THE COMPANY FOR THE GOODS COVERED BY SUCH PURCHASE ORDER. COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING PURCHASER'S AUTOMOBILE MANUFACTURER'S WARRANTY OR THE EFFECT OF THE GOODS THEREON. PURCHASER MUST MAKE ITS OWN INDEPENDENT DETERMINATION OF WHETHER INSTALLING OR USING THE GOODS ON THE PURCHASER'S AUTOMOBILE WILL VOID, LIMIT OR HAVE ANY OTHER EFFECT ON SUCH WARRANTY. THE COMPANY IS NOT AFFILIATED WITH ANY INSTALLER OF THE GOODS AND THE COMPANY FURTHER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE INSTALLER OF THE GOODS SELECTED BY PURCHASER OR THE SERVICES PERFORMED BY SUCH INSTALLER.

12. Cancellation. Orders may not be canceled, reduced, changed, or suspended without Company's written consent and payment of reasonable and proper cancellation charges.

13. Intellectual Property. In addition to the provisions of Section 27, Purchaser agrees that it does not have any property interest in Company's intellectual property, including, but not limited to, its trademarks, trade names, copyrights, trade secrets, patents, know how or other proprietary rights of any nature whatsoever, whether or not incorporated in the Goods or the Software (as defined herein), and Purchaser will not attempt to reverse engineer or decompile any such Goods or the Software or disclose or use any such intellectual property without Company's prior written consent.

14. Force Majeure; Excusable Delays. Company is not liable or responsible for delay or failure to perform any of Company's obligations to make delivery of Goods occasioned by (i) any cause beyond its reasonable control, including, but not limited to, a labor dispute, industry

disturbance, fires, severe weather conditions, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation, delay by supplier or manufacturer, terrorist attack, governmental, regulatory or legal action, act of God, or (ii) by acts or omissions of Purchaser, including, but not limited to, Purchaser's failure to promptly comply with the terms of payment for the Goods (all of the foregoing under (i) and (ii) collectively, "***Excusable Delays***"). The date of delivery shall be extended for a period equal to the time lost by reason of any of the Excusable Delays.

15. Successors and Assigns. The Purchase Order and the Terms herein bind and inure to the benefit of Purchaser and Company and their successors and assigns. Purchaser may not assign any interest in, nor delegate any obligation under the Purchase Order or the Terms herein, without Company's prior written consent.

16. Governing Law. The validity, construction and performance of the Purchase Order and the Terms herein are governed by, and must be construed in accordance with, the law of the Commonwealth of Virginia, without regard to its conflicts of law provisions. The parties agree that the Purchase Order and these Terms are to be construed in accordance with the Uniform Commercial Code as enacted in the Commonwealth of Virginia.

17. Jurisdiction and Venue. Purchaser irrevocably submits and agrees to the jurisdiction of the state and federal courts located in Roanoke, Virginia in any action, suit or proceeding related to, or in connection with, the Goods, Purchase Order or the Terms herein and, to the extent permitted by applicable law, Purchaser hereby expressly waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (i) that Purchaser is not personally subject to the jurisdiction of the state and federal courts located in Roanoke, Virginia; (ii) that the venue of the action, suit or proceeding is improper, (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Purchase Order or Terms herein may not be enforced in or by the state or federal courts located in Roanoke, Virginia. Without prejudice to any other mode of service, Purchaser consents to service of process relating to any such proceedings by personal delivery or prepaid mailing (air mail if international) in registered or certified form a copy of the process to the Purchaser at the address set forth on the face of the Purchase Order or, if none, then to the address at which the Goods were delivered.

18. Waiver. The waiver by Company of any breach by Purchaser of any provision of the Purchase Order or the Terms herein may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision thereof. Waiver by either party of any default by the other shall not be deemed to waive any subsequent default.

19. Severability. If any provision of the Purchase Order or the Terms herein is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Purchase Order or the Terms herein remain in full force and effect.

20. Notices. No notice or other communication under any Purchase Order or the Terms herein is sufficient to affect any rights, remedies or obligations of either party unless the notice or communication is in writing and (as elected by the party giving the notice) is (i) personally delivered, (ii) transmitted by facsimile (with a receipt acknowledgment),

(iii) transmitted by electronic mail, (iv) transmitted by a recognized courier service, or (v) mailed (air mail if international) in registered or certified form, to the party to which notice or communication is being given at the following address:

(a) If to Company: Mill Mountain Capital, LLC d/b/a ORIGO®  
6536 Commonwealth Drive  
Roanoke, Virginia 24018  
Attn: Legal Dept  
E-mail: clay.skelton@millmountaincapital.com

(b) If to Purchaser, at its address, fax number or e-mail address as designated on the face of the Purchase Order.

Except as otherwise specified in the Purchase Order, all notices or communications are deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) on the date of transmission if delivered by facsimile before 5:00 pm eastern time on a business day and otherwise on the next business day, (iii) on the date of transmission if transmitted by electronic mail before 5:00 pm eastern time on a business day and otherwise on the next business day, (iv) one day after pickup by courier if delivered by courier, or (v) five days after mailing if delivered by the postal service. Either party may change its address by notice to the other party.

21. Construction. The headings of the Sections in these Terms are provided for convenience only. The parties agree that the provisions of the Purchase Order or the Terms may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Purchase Order or the Terms herein.

22. Survival. The terms of any Purchase Order that by their nature are reasonably intended by the parties to survive its expiration or earlier termination, including, but not limited to, Sections 7, 8, 9, 10, 11, 13, 16, 17, 20, 22, 23, 24, 25 and 26 of these Terms, survive the expiration or cancellation of any Purchase Order.

23. Indemnification. Purchaser agrees to protect, defend, indemnify, and hold Company and its members, managers, employees, affiliates and agents harmless from and against all liability, claims, actions, litigation, judgments, losses, damages, penalties (including, but not limited to, penalties imposed by any governmental agency or tax authority), and/or expenses (including, but not limited to, attorneys' fees and costs and expenses), incurred by Company arising out of, resulting from, or in any way connected with (i) the Goods or Software including, without limitation, with respect to damage to property, personal injury or death or (ii) any breach by Purchaser of any term or condition of the Purchase Order or these Terms. However, this indemnity obligation shall not apply if the liability incurred by Company arose solely as a result of breach by Company of its limited warranty under Section 7 above. The provisions of this section shall survive the expiration or earlier termination of the Purchase Order or Terms herein.

24. Attorneys' Fees and Costs. Notwithstanding any other provisions of these Terms, if any action is brought by Company to recover any amount due under the Purchase Order or the Terms herein on the account of any breach of, or to enforce or to interpret any of the covenants,

terms or conditions of the Purchase Order or Terms herein, Company shall be entitled to recover from Purchaser as part of its cost the reasonable attorneys' fees incurred in bringing and prosecuting such action, the amount of which shall be fixed by the court and shall be made part of any judgment or decree rendered.

25. Safeguard Provision. Should any extenuating circumstances occur or become apparent, the occurrence or actual extent or impact of which had not been foreseeable by the parties affected thereby at the date of signing the Purchase Order and should the further performance of the Purchase Order render an undue hardship to Company, the parties shall meet to discuss the situation, and whenever appropriate in the light of the intent of the Purchase Order and these Terms and the fair and legitimate interest of the parties hereunder, adjust the respective provisions of the Purchase Order.

26. Entire Agreement. The Purchase Order and the Terms herein comprise the complete and final agreement between Company and Purchaser as to the transaction contemplated thereby and supersede all prior negotiations, proposals, representations, commitments, understandings or agreements between Company and Purchaser, either written or oral, on its subject. NO OTHER AGREEMENT, QUOTATION OR ACKNOWLEDGMENT IN ANY WAY PURPORTING TO MODIFY ANY OF THE TERMS OF THE PURCHASE ORDER OR THE TERMS HEREIN IS BINDING UPON COMPANY UNLESS MADE IN WRITING AND SIGNED BY COMPANY'S AUTHORIZED AGENT. Neither the Purchase Order, nor the Terms herein may be altered or modified except by written agreement signed by Company and Purchaser. Any other representations or warranties made by any person, including without limitation employees or other agents of Company, that are inconsistent with the Purchase Order or the Terms herein may not be relied upon by Purchaser and are not binding upon Company. Any printed terms and conditions of any Purchase Order or other correspondence received by Company in connection with an order shall not apply, it being understood that the Terms shall be the sole and exclusive terms and conditions as to all transactions.

27. Limited License. Use of the Goods may require the use of certain software provided by Company (the "Software"). By using the Goods, Purchaser agrees to be bound by the terms of the limited license set forth in this Section 27.

(a) Upon delivery of the Goods to Purchaser, Company hereby grants Purchaser a limited, non-exclusive, nontransferable, revocable license to use the Software, solely in connection with the use of the Goods and for a period of one (1) year from the date of delivery unless sooner terminated (the "License").

(b) The License shall automatically renew for additional one (1) year periods at the Company's then-prevailing rate unless the Purchaser gives written notice to Company of its intent not to renew at least sixty (60) days prior to the expiration date of the then-current License term. Such renewals may continue until such time as the License is terminated or revoked or Purchaser fails to give the required written notice or payment as set forth herein.

(c) This License will be immediately and automatically revoked if the Terms are breached. Notwithstanding the generality of the foregoing, and in addition to the provisions of Section 13, Purchaser shall not reverse engineer, decompile, or otherwise determine the source

code or object code of, the Software, nor attempt to do any of the foregoing, nor assist anyone else to do so, directly or indirectly, and shall not (and shall not permit any third party) to use, install, display, duplicate, copy, distribute, sell, rent, lease, license, sublicense, outsource, modify or otherwise alter, incorporate into other materials or create any derivative work based upon, in any manner whatsoever, in whole or in part, the Software or any portion thereof.

(d) Company shall at all times retain all right, title, and interest in and to all of the Software. The Software is protected by copyright under the laws of the United States. Modification or use of the Software for any purpose not expressly permitted hereunder shall constitute a breach and may violate copyright, trademark, and other applicable laws and Company's and/or a third party's intellectual property rights. The Software is provided for lawful purposes only.

(e) OTHER THAN AS EXPRESSLY SPECIFIED HEREIN, THE SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR USE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING OR TRADE OR ANY WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

(f) Purchaser acknowledges, agrees and recognizes the substantial value and confidential nature of the Software, and that Company will suffer irreparable damage for which monetary relief would be an inadequate remedy, if the Software, or any part thereof, were disclosed in violation hereunder. Accordingly, in addition to any other rights or remedies available hereunder, at law or in equity, Company has the right to obtain equitable relief, including injunctive and specific performance, to prevent an actual or threatened breach, without the posting of a bond or any other security or the proof of actual damages.

(g) Company hereby reserve all rights in the Software that are not expressly granted in this License.